

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

Linda Sue Anderson
SSN XXX-XX-5875

CHAPTER 7 CASE

CASE NO. 04-50841 GFK

Debtor.

NOTICE OF HEARING AND MOTION FOR RELIEF FROM STAY

TO: Debtor and other entities specified in Local Rule 9013-3(a).

1. Flagstar Bank, FSB (hereinafter "Secured Creditor"), by its undersigned attorney moves the Court for the relief requested below and gives notice of hearing herewith.

2. The Court will hold a hearing on this motion on October 6, 2004, at 1:30 p.m., or as soon thereafter as counsel can be heard, before the Honorable Gregory F. Kishel in Courtroom 2, Fourth Floor of the above entitled Court located at U.S. Courthouse, 515 West First Street, Duluth, Minnesota.

3. Any response to this motion must be filed and delivered not later than October 1, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays and holidays), or served and filed by mail not later than September 27, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**

4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334, Federal Rule of Bankruptcy Procedure 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this case was filed on July 26, 2004. The case is now pending in this Court.

5. This motion arises under 11 U.S.C. § 362 and Federal Rule of Bankruptcy Procedure 4001. This motion is filed under Federal Rule of Bankruptcy Procedure 9014 and Local Rules 9013-1 - 9019-1. Movant requests relief from the automatic stay with respect to property subject to a lien. Movant requests

said relief be effective immediately notwithstanding Federal Rule of Bankruptcy Procedure 4001(a)(3).

6. Debtor is indebted to Secured Creditor in the original principal amount of \$146,400.00, as evidenced by that certain mortgage deed dated September 5, 2002, a copy of which is attached hereto as Exhibit "A", together with interest thereon.

7. Debtor's indebtedness is secured by a mortgage on real estate in which Debtor has an interest as evidenced by that certain mortgage deed dated September 5, 2002, executed by Linda S. Anderson and Greg K. Anderson, wife and husband as joint tenants, recorded September 11, 2002, as Document No. 342015, a copy of which is attached hereto as Exhibit "A". The name and address of the original creditor is contained in the attached Exhibit "A". The property is located in Aitkin County, Minnesota and is legally described as follows to-wit:

That part of the Northeast Quarter of the Northeast Quarter (NE1/4 of NE1/4) of Section Twenty-five (25), Township Forty-seven (47), Range Twenty-seven (27) to be described as follows: Beginning at a point where the South line of the North 40 rods of said NE1/4 of the NE1/4 intersects the East line of said NE1/4 of the NE1/4; thence South on an assigned bearing along the East line of said NE1/4 of the NE1/4 a distance of 300 feet; thence West a distance of 600 feet; thence North 300 feet more or less, to the South line of the North 40 rods of said NE1/4 of the NE1/4; thence easterly along said South line of the North 40 rods a distance of 600 feet more or less to the beginning. EXCEPTING THEREFROM the following described tract, to wit: That part of the NE1/4 of NE1/4, Section 25, Township 47, Range 27, except the North 40 rods, which lies Easterly of a line parallel with and 75.00 feet Westerly of the following described line: Commencing at the Northeast corner of the NE1/4 of SE1/4, Section 25 Township 47, Range 27; thence on an assumed bearing of North 00 degrees 29 minutes 44 seconds East along the East line of said Section 25 a distance of 105.35 feet; thence South 35 degrees 30 minutes 44 seconds West a distance of 348.57 feet to the centerline of Trunk Highway No. 47 as now laid out and constructed and the actual point of beginning of the line to be described; thence North 35 degrees 30 minutes 44 seconds East a distance of 90.36 feet; thence on a tangential curve to the left (said curve having a central angle of 35 degrees 01 minutes) a distance of 500.24 feet; thence North 00 degrees 29 minutes 44 seconds East a distance of 2,294.71 feet and there terminating.

Secured Creditor is now the holder of said mortgage and is entitled to enforce the terms thereof.

8. At all times material, Debtor was in default of the payments and performance of obligations to Secured Creditor.

9. Pursuant to 11 U.S.C. § 362(g) the burden is on Debtor to prove absence of cause and/or adequate protection. This Secured Creditor's interest in the property is not adequately protected where, as of August 31, 2004, Debtor is delinquent in the making of monthly payments as required for the months of

February, 2004 through August, 2004, inclusive, in the amount of \$901.41 each; accruing late charges of \$315.49 and attorneys fees and costs of \$700.00. Debtor has failed to make any offer of adequate protection.

10. Debtor has no equity in the property and the property is not necessary to an effective organization. The value of the property as scheduled by Debtor is \$180,900.00 subject to Secured Creditor's mortgage in excess of \$152,802.40.

The property is also subject to a second mortgage in favor of Security State Bank in excess of \$40,000.00.

Since this is a liquidation case, no reorganization is being attempted.

11. Secured Creditor desires to protect its interest in the aforementioned property and requests the Court to vacate the stay of actions and allow foreclosure pursuant to Minnesota law.

12. Secured Creditor has incurred and will incur legal fees and costs to protect and enforce its rights in the subject property.

WHEREFORE, Secured Creditor, by its undersigned attorney, moves the Court for an order for judgment that the automatic stay provided by 11 U.S.C. § 362(a) be modified so to permit the movant to commence mortgage foreclosure proceedings under Minnesota law and for such other relief as may be just and equitable.

Dated this 31st day of August, 2004.

WILFORD & GESKE

By /e/ James A. Geske
James A. Geske
Attorneys for Secured Creditor
7650 Currell Blvd., Ste 300
Woodbury, MN 55125
651-209-3300
Attorney Reg. No. 14969X

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

342015 FILED SEP 11 '02 AT 9AM

Carroll M. Janzen, County Recorder

3077 336.72 9.11
 NO REGISTRATION PAID 20 00
Cynthia Nelson by Dr Jack up
 COUNTY TREASURER
Karl Prepp
 COUNTERSIGNED COUNTY ASSESSOR
Audith Blomberg Deputy MORTGAGE

After Recording Return To:

THE CARLTON LOAN COMPANY
 206 THIRD STREET PO BOX 278
 CARLTON, MINNESOTA 55718
 Loan Number: 998833931

MIN: 1000525-9988339314-8

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated SEPTEMBER 5, 2002, together with all Riders to this document.
 (B) "Borrower" is LINDA S. ANDERSON AND GREG K. ANDERSON, WIFE AND HUSBAND AS JOINT TENANTS

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is THE CARLTON LOAN COMPANY

Lender is a CORPORATION

and existing under the laws of MINNESOTA

organized

Lender's address is 206 THIRD STREET PO BOX 278, CARLTON, MINNESOTA 55718

(E) "Note" means the promissory note signed by Borrower and dated SEPTEMBER 5, 2002. The Note states that Borrower owes Lender ONE HUNDRED FORTY SIX THOUSAND FOUR HUNDRED AND 00/100 Dollars (U.S. \$146,400.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than OCTOBER 1, 2032.

EXHIBIT A

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the

COUNTY

of AITKIN

(Type of Recording Jurisdiction)

(Name of Recording Jurisdiction)

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N. #: 56-0-178700

which currently has the address of 35783 400TH AVENUE

AITKIN

, Minnesota

56431

(Street)

("Property Address"):

(City)

(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Loan No.: 998833931

Date: SEPTEMBER 5, 2002

Property Address: 35783 400TH AVENUE, AITKIN, MINNESOTA 56431

Exhibit "A"

Legal Description

That part of the Northeast Quarter of the Northeast Quarter (NE1/4 of NE1/4) of Section Twenty-five (25), Township Forty-seven (47), Range Twenty-seven (27) to be described as follows:

Beginning at a point where the south line of the North 40 rods of said NE1/4 of the NE1/4 intersects the East line of said NE1/4 of the NE1/4; thence South on an assigned bearing along the East line of said NE1/4 of the NE1/4 a distance of 300 feet; thence West a distance of 600 feet; thence North 300 feet more or less, to the South line of the North 40 rods of said NE1/4 of the NE1/4; thence easterly along said South line of the North 40 rods a distance of 800 feet, more or less to the beginning. EXCEPTING THEREFROM the following described tract, to wit: That part of the NE1/4 of NE1/4, Section 25, Township 47, Range 27, except the North 40 rods, which lies easterly of a line parallel with and 75.00 feet westerly of the following described line: Commencing at the northeast corner of the NE1/4 of SE1/4, Section 25, Township 47, Range 27; thence on an assumed bearing of North 00 degrees 29 minutes 44 seconds East along the East line of said Section 25 a distance of 105.35 feet; thence South 35 degrees 30 minutes 44 seconds West a distance of 348.57 feet to the centerline of Trunk Highway No. 47 as now laid out and constructed and the actual point of beginning of the line to be described; thence North 35 degrees 30 minutes 44 seconds East a distance of 90.35 feet; thence on a tangential curve to the left (said curve having a central angle of 35 degrees 01 minutes) a distance of 500.24 feet; thence North 00 degrees 29 minutes 44 seconds East a distance of 2,294.71 feet and there terminating.

AITKIN COUNTY, MINNESOTA
(Abstract)

A.P.N. # : 56-0-178700

in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall cause a copy of a notice of sale to be served upon any person in possession of the Property. Lender shall publish a notice of sale, and the Property shall be sold at public auction in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

25. Interest on Advances. The interest rate on advances made by Lender under this Security Instrument shall not exceed the maximum rate allowed by Applicable Law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.


LINDA S. ANDERSON (Seal)
-Borrower


GREG K. ANDERSON (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Witness:

Witness:

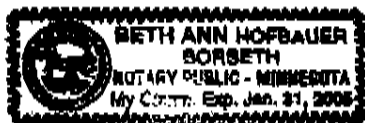
08/18/2004 FRI 14:23 FAX 219 927 6211

AITKIN ABSTRACT

010

State of Minnesota,
County of AITKIN

The instrument was acknowledged before me on SEPTEMBER 5, 2002 by
LINDA S. ANDERSON AND GREG K. ANDERSON, WIFE AND HUSBAND AS JOINT
TENANTS



Beth Ann Hofbauer

Notary Public

(Seal)

My commission expires: 1/31/05

This instrument was drafted by:
The Carlton Loan Company
206 Third Street
Carlton, MN 55718
Tax statements for the real property described in this instrument should be sent to:
Greg and Linda Anderson
35783 400th Avenue
Aitkin, MN 56431

Abstract Co.

RECORDED
INDEXED
GRANTOR
GRANTEE
COMPILED

COUNTY RECORDER
AITKIN COUNTY, MINNESOTA
FILED

SEP 11 2002 AM

Paul M. Gump
As Rec. No.

342015

MINNESOTA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT - MERS
Form 3024 01/01
Page 13 of 13

DocMagic eForms 800-444-1362
www.docmagic.com

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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

Linda Sue Anderson
SSN XXX-XX-5875

CHAPTER 7 CASE

CASE NO. 04-50841 GFK

Debtor.

**MEMORANDUM IN SUPPORT OF
MOTION FOR RELIEF FROM STAY**

ARGUMENT

I. CAUSE EXISTS FOR THE GRANTING OF RELIEF FROM THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362(d)(1) WHERE THE INTEREST OF THIS SECURED CREDITOR IS NOT ADEQUATELY PROTECTED.

Pursuant to 11 U.S.C. § 362(g) the burden is on Debtor to prove absence of cause and/or adequate protection. Secured Creditor's interest in the property is not adequately protected where:

1. As of August 31, 2004, Debtor is delinquent for the monthly payments as required for the months of February, 2004 through August, 2004, in the amount of \$901.41 each; accruing late charges of \$315.49 and attorneys fees and costs of \$700.00.

2. Debtor has failed to make any offer of adequate protection.

II. THE AUTOMATIC STAY SHOULD BE MODIFIED PURSUANT TO 11 U.S.C. § 362(d)(2) WHERE (1) DEBTOR DOES NOT HAVE ANY EQUITY IN THE PROPERTY, AND (2) THE PROPERTY IS NOT NECESSARY TO AN EFFECTIVE REORGANIZATION.

The first requirement under § 362(d)(2) is met where the total of all the encumbrances against the property is in excess of the value of the property. The value of the property as scheduled by Debtor is \$180,900.00 subject to Secured Creditor's mortgage in excess of \$152,802.40.

The property is also subject to a second mortgage in favor of Security State Bank in excess of \$40,000.00.

Since this is a liquidation case, no reorganization is being attempted.

CONCLUSION

Secured Creditor is entitled to relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(1) for cause, and where its interest in the secured property is not adequately protected. Secured Creditor is also entitled to relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(2) where Debtor has no equity in the property, and where the property is not necessary to an effective reorganization.

Secured Creditor respectfully requests an Order of this Court modifying the automatic stay consistent with the attached proposed Order.

Dated this 31st day of August, 2004.

WILFORD & GESKE

By /s/ James A. Geske

James A. Geske
Attorneys for Secured Creditor
7650 Currell Blvd., Ste 300
Woodbury, MN 55125
651-209-3300
Attorney Reg. No. 14969X

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

CHAPTER 7 CASE

Linda Sue Anderson
SSN XXX-XX-5875

CASE NO. 04-50841 GFK

**AFFIDAVIT OF
VIRGINIA BEANE**

Debtor.

Virginia Beane, being first duly sworn on oath, deposes and states:

1. That she is the Bankruptcy Supervisor of Flagstar Bank, FSB.

2. Flagstar Bank, FSB, is now the holder of a mortgage on real property in which the debtor has an interest. The debtor's indebtedness is evidenced by that certain mortgage deed dated September 5, 2002, executed by Linda S. Anderson and Greg K. Anderson, wife and husband as joint tenants, recorded September 11, 2002, as Document No. 342015. The property is located in Aitkin County, Minnesota and is legally described as follows, to-wit:

That part of the Northeast Quarter of the Northeast Quarter (NE1/4 of NE1/4) of Section Twenty-five (25), Township Forty-seven (47), Range Twenty-seven (27) to be described as follows:

Beginning at a point where the south line of the North 40 rods of said NE1/4 of the NE 1/4 intersects the East line of said NE1/4 of the NE1/4; thence South on an assigned bearing along the East line of said NE1/4 of the NE1/4 a distance of 300 feet; thence West a distance of 600 feet; thence North 300 feet more or less, to the South line of the North 40 rods of said NE1/4 of NE1/4; thence easterly along said South line of the North 40 rods a distance of 600 feet, more or less to the beginning, EXCEPTING THEREFROM the following described tract, to wit: That part of the NE1/4 of NE1/4, Section 25, Township 47, Range 27, except the North 40 rods, which lies easterly of a line parallel with and 75.00 feet westerly of the following described line: Commencing at the northeast corner of the NE1/4 of SE1/4, Section 25, Township 47, Range 27; thence on an assumed bearing of North 00 degrees 29 minutes 44 seconds East along the East line of said Section 25 a distance of 105.35 feet; thence South 35 degrees 30 minutes 44 seconds West a distance of 348.57 feet to the centerline of Trunk Highway No. 47 as now laid out and constructed and the actual point of beginning of the line to be described; thence North 35 degrees 30 minutes 44 seconds East a distance of 90.36 feet; thence on a tangential curve to the left (said curve having a central angle of 35 degrees 01 minutes) a distance of 500.24 feet; thence North 00 degrees 29 minutes 44 seconds East a distance of 2,294.71 feet and there terminating.

3. That she has reviewed the account records relating to the Anderson mortgage loan, account no. 998833931.

4. That as of August 18, 2004, the following amounts were owing on this account:

Unpaid Principal:	\$144,138.88
Interest through August 18, 2004	5,676.63
Attorney's Fees:	700.00
Late Charges:	315.49
Escrow Balance:	1,971.40
TOTAL:	\$152,802.40

5. That the mortgage loan is delinquent for monthly mortgage payments for the months of February, 2004 through August, 2004 in the amount of \$901.41 each.

6. This affidavit is given in support of the motion of Flagstar Bank, FSB for relief from the automatic stay.

FLAGSTAR BANK, FSB

By

Virginia Beane
Its Bankruptcy Supervisor

Subscribed and sworn to before me
this 18 day of August, 2004.

Nelda J. Amador
Notary Public

NELDA J. AMADOR
Notary Public, Oakland County, MI
My Commission Expires Dec. 29, 2005

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

Linda Sue Anderson
SSN XXX-XX-5875

CHAPTER 7 CASE

CASE NO. 04-50841 GFK

Debtor.

**UNSWORN DECLARATION
FOR PROOF OF SERVICE**

Joanna Cheyka, employed by Wilford & Geske, attorneys licensed to practice law in this Court, with office address at 7650 Currell Blvd., Ste 300, Woodbury, Minnesota, declares that on August 31, 2004, I served the annexed Notice of Hearing and Motion for Relief from Stay, Memorandum in Support of Motion for Relief, Affidavit of Virginia Beane, and proposed Order to each person referenced below, a copy thereof by enclosing the same in an envelope with first class mail postage prepaid and depositing the same in the post office at Woodbury, Minnesota addressed to each of them as follows:

Linda S. Anderson
35783 400th Ave
Aitkin, MN 56431

Security State Bank
PO Box 170
Aitkin, MN 56431

Greg K. Anderson
3569 Muirfield Dr
Titusville, FL 32780

Nauni Jo Manty
Rider, Bennett LLP
333 S 7th St Ste 2000
Minneapolis, MN 55402

Norman Hulin
38028 410th Ave
Aitkin, MN 56431

U.S. Trustee
1015 U.S. Courthouse
300 South 4th Street
Minneapolis, MN 55415

And I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this 31st day of August, 2004.

/e/ Joanna Cheyka
Joanna Cheyka

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

Linda Sue Anderson
SSN XXX-XX-5875

CHAPTER 7 CASE

CASE NO. 04-50841 GFK

Debtor.

ORDER

The above entitled matter came on for hearing upon motion of Flagstar Bank, FSB (hereinafter "Secured Creditor"), pursuant to 11 U.S.C. § 362 on October 6, 2004, at U.S. Courthouse, 515 West First Street, Duluth, Minnesota. Appearances were as noted in the record. Based upon the evidence adduced at said hearing, the arguments of counsel, and the Court being fully advised of the premises,

IT IS HEREBY ORDERED that Secured Creditor, its assignees and/or successors in interest, is granted relief from the stay of actions imposed by 11 U.S.C. § 362 with regard to that certain mortgage deed dated September 5, 2002, executed by Linda S. Anderson and Greg K. Anderson, wife and husband as joint tenants, recorded September 11, 2002, as Document No. 342015 covering real estate located in Aitkin County, Minnesota, legally described as follows, to-wit:

That part of the Northeast Quarter of the Northeast Quarter (NE1/4 of NE1/4) of Section Twenty-five (25), Township Forty-seven (47), Range Twenty-seven (27) to be described as follows: Beginning at a point where the South line of the North 40 rods of said NE1/4 of the NE1/4 intersects the East line of said NE1/4 of the NE1/4; thence South on an assigned bearing along the East line of said NE1/4 of the NE1/4 a distance of 300 feet; thence West a distance of 600 feet; thence North 300 feet more or less, to the South line of the North 40 rods of said NE1/4 of the NE1/4; thence easterly along said South line of the North 40 rods a distance of 600 feet more or less to the beginning. EXCEPTING THEREFROM the following described tract, to wit: That part of the NE1/4 of NE1/4, Section 25, Township 47, Range 27, except the North 40 rods, which lies Easterly of a line parallel with and 75.00 feet Westerly of the following described line: Commencing at the Northeast corner of the NE1/4 of SE1/4, Section 25 Township 47, Range 27; thence on an assumed bearing of North 00 degrees 29 minutes 44 seconds East along the East line of said Section 25 a distance of 105.35 feet; thence South 35 degrees 30 minutes 44 seconds West a distance of 348.57 feet to the centerline of Trunk Highway No. 47 as now laid out and constructed and the actual point of beginning of the line to be described; thence North 35 degrees 30 minutes 44 seconds East a distance of 90.36 feet; thence on a tangential curve to the left (said curve having a central angle of 35 degrees 01 minutes) a distance of 500.24 feet; thence North 00 degrees 29 minutes 44 seconds East a distance of 2,294.71 feet and there

terminating

and may pursue its remedies under state law in connection with the subject note and mortgage deed.

Notwithstanding Federal Rules of Bankruptcy Procedure 4001(a)(3), this Order is effective immediately.

Dated: _____

Judge of Bankruptcy Court